

***BI-ANNUAL BEACH CLEANING  
HAMPTON BEACH STATE PARK  
HAMPTON, NH***

**SPECIFICATIONS**

**PROJECT # PR-1607**



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
**DIVISION OF PARKS AND RECREATION  
PLANNING AND DEVELOPMENT SECTION**

JANUARY 2016



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
DIVISION OF PARKS AND RECREATION  
PLANNING AND DEVELOPMENT**

172 Pembroke Road  
Concord, NH 03301  
Tel. (603) 271-2606 Fax (603) 271-2629

**SPECIFICATIONS**

**BI-ANNUAL BEACH CLEANING  
HAMPTON BEACH STATE PARK  
HAMPTON, NH**

**PROJECT # PR-1607**

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
DIVISION OF PARKS AND RECREATION  
PLANNING AND DEVELOPMENT  
172 Pembroke Road  
Concord, N.H. 03301  
TEL. 603-271-2606 FAX 603-271-2629

**NOTICE TO BIDDERS**

Project:           #PR-1607                   BI-ANNUAL BEACH CLEANING  
                                                  HAMPTON BEACH STATE PARK  
                                                  HAMPTON, NH

Sealed bid proposals for the above project will be accepted until 2:00 P.M., prevailing time, on Thursday February 18, 2016. Proposals should be mailed to: Attn: Ed Mussey Public Works Project Manager I Department of Resources and Economic Development 172 Pembroke Road, Concord, NH 03301.

Specifications will be available to interested contractors at the Planning and Development Office on January 14, 2016. They may also be viewed at the following locations:

- 1.) Construction Summary of New Hampshire Inc. 734 Chestnut Street, Manchester, NH 03104 Tel. (603) 627-8856.
- 2.) Infinite Imaging 933 Islington Street, Portsmouth, NH 03801 Tel. 1-800-581-2712
- 3.) McGraw-Hill Construction Plan Room 880, Second Street, Manchester, NH 03104 Tel. (603) 645-6554
- 4.) Signature Press & Blueprinting, 45 Londonderry Turnpike, Hooksett, NH 03106 Tel. (603) 624-4025
- 5.) Works in Progress, 20 Farrell Street, Suite 103, South Burlington, VT 05403 Tel. 1-800-669-7048
- 6.) New Hampshire Department of Administrative Services Bureau of Purchase and Property Website <http://admis.state.nh.us/purchasing/vendorresources.asp>
- 7.) New Hampshire State Parks Website <http://www.nhstateparks.org> under the News & Events tab improvement projects sub tab.

All companies, corporations, and tradenames bidding must be registered and have a certificate of existence from the Secretary of State, Corporate Division (telephone 603-271-3244) in order to do business with the State of New Hampshire.

**All bidders will be required to attend the pre-bid conference at the Hampton Beach State Park, Maintenance Garage in Hampton, NH at 10:00 a.m. on Thursday February 11, 2016**

At the time of the bid opening, a bid bond accompanying the bid proposal will be required in the amount of 5% of the total amount of the lump sum price. Bid proposals should be made out only on the form attached to the specifications. These forms are also available from the Planning & Development office. Bid Proposals are to be submitted in a sealed envelope marked: Bid Proposal: Beach Cleaning Hampton Beach State Park Hampton, NH Project No. PR-1607.

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Edward Mussey  
Public Works Project Manager I

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
DIVISION OF PARKS AND RECREATION  
PLANNING AND DEVELOPMENT  
172 Pembroke Road  
Concord, N.H. 0330  
TEL. 603-271-2606 FAX 603-271-2629

**BID PROPOSAL FORM**

**PROJECT:** #PR-1607 BI-ANNUAL BEACH CLEANING  
HAMPTON BEACH STATE PARK  
HAMPTON, NH

**MANDATORY PRE BID CONFERENCE:** February 11, 2016 at 10:00 a.m. Sharp

**DATE BID OPENING:** February 18, 2016 at 2:00 p.m.

**START DATE:** May 9, 2016

**COMPLETION DATE:** September 29, 2017

Sealed bid proposals for the above project will be accepted until 2:00 p.m., prevailing time, on February 18, 2016. Bids should be MAILED TO: Attn: Ed Mussey Public Works Project Manager | Department of Resources and Economic Development, 172 Pembroke Road, Concord, NH 03301 Please note on the outside of the envelope "Bid Proposal" Beach Cleaning Hampton Beach State Park Hampton, NH Project No. PR-1607.

**DATE:** \_\_\_\_\_

**PROPOSAL OF:** \_\_\_\_\_

**GRAND TOTAL / LUMP SUM BASE BID:** \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
DIVISION OF PARKS AND RECREATION  
PLANNING AND DEVELOPMENT

**PROPOSAL**

Proposal of...

---

(name)

---

(address)

To furnish and deliver all materials except as noted and to perform all work in accordance with the Contract of the State of New Hampshire, Department of Resources and Economic Development for the construction of...

Project #PR-1607 Bi-annual Beach Cleaning Hampton beach State Park Hampton, NH

Commissioner  
Department of Resources and Economic Development  
172 Pembroke Road, P.O. Box 1856  
Concord, N.H. 03302-1856

Commissioner:

In accordance with the advertisement of the Department of Resources and Economic Development inviting proposals for the project herein before named and in conformity with the Plans and Specifications on file in the office of the Department of Resources and Economic Development, \_\_\_\_\_ (firm name) hereby certifies that \_\_\_\_\_ is/are the only person, or persons, interested in this proposal as principals; that this proposal is made without collusion with any person, firm, or corporation; that an examination has been made of the Plans, of the Standard Specifications, and Special Attentions, Supplemental Specifications, and Special Provisions, all of which are attached hereto, and also of the site of the work; and I, or we, propose to furnish all necessary machinery, equipment, tools, labor, and other means of construction, and to furnish all materials specified in the manner and at the time prescribed; and understand that the quantities of work as shown herein are approximate only and are subject to increase or decrease, and further understand that all quantities of work are to be performed at the quoted prices.

To execute the form of contract and begin work within 15 (fifteen) days after the notice to proceed has been received or otherwise delivered to the contractor and to prosecute said work until its completion.

**It is further proposed:**

To furnish a contract bond in the amount of one hundred percent (100%) of the contract award, if the contract award is thirty-five thousand dollars (\$35,000) or more, as security for the completion of the contract in accordance with the plans and specifications and contract documents. The form of bond shall be that provided for by the Department, and the surety shall be acceptable to the Commissioner. No contract bond shall be required on contract awards of less than thirty-five thousand dollars (\$35,000).

To guarantee all of the work performed under this contract to be done in accordance with the plans and specifications and contract documents.

Enclosed, herewith, find certified check or bid bond in the amount of 5% of the total amount of the Lump Sum Price made payable to the "Treasurer, State of New Hampshire" as a proposal guarantee which is understood, will be forfeited in the event the form of contract is not executed, if awarded to the undersigned.

The undersigned acknowledges receipt of the following addenda, issued during the bidding time, and states that these have been incorporated in the proposal:

Addendum #1 dated \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_

Dated \_\_\_\_\_

## SCHEDULE OF VALUES PROJECT # PR-1607

INDICATE DOLLAR AMOUNT OF CONTRACT SUM ALLOCATED TO EACH CATEGORY OF WORK AS DESIGNATED BELOW:

Bidder(s) must submit a **per night** price. Bidder (s) must offer prices for the use of their equipment and labor based on the following dates:

**Fiscal Year 2016:** (July 1, 2015-June 30,2016)

<u>Equipment</u>	<u>Per Night</u>		
May 9 – May 20, 2016 3 times a week	(6)	\$ _____	@ 6 = \$ _____
May 21 – May 23, 2016 Each night (Memorial Day Weekend)	(3)	\$ _____	@ 3 = \$ _____
May 24, 2016 – May 29, 2016 4 times a week	(4)	\$ _____	@ 4 = \$ _____
May 30 – June 30, 2016 Every night	(32)	\$ _____	@ 32 = \$ _____

<u>Labor</u>	<u>Per Night</u>		
May 9 – May 20, 2016 3 times a week	(6)	\$ _____	@ 6 = \$ _____
May 21 – May 23, 2016 Each night (Memorial Day Weekend)	(3)	\$ _____	@ 3 = \$ _____
May 24, 2016 – May 29, 2016 4 times a week	(4)	\$ _____	@ 4 = \$ _____
May 30 – June 30, 2016 Every night	(32)	\$ _____	@ 29 = \$ _____

FY 2016 SUBTOTAL \_\_\_\_\_  
(A)

**Fiscal Year 2017:** (July 1, 2016-June 30, 2017)

<u>Equipment</u>	<u>Per Night</u>		
July 1, 2016 – Sept 30, 2016 Every night	(92)	\$ _____	@ 92 = \$ _____
May 8, 2017 – May 19, 2017 3 times a week	(6)	\$ _____	@ 6 = \$ _____
May 20, 2017 – May 22, 2017 Each night (Memorial Day Weekend)	(3)	\$ _____	@ 3 = \$ _____
May 23, 2017 – May 28, 2017 4 times a week	(8)	\$ _____	@ 8 = \$ _____
May 29, 2017 – June 30, 2017 Every night	(33)	\$ _____	@ 33 = \$ _____



## SCHEDULE OF VALUES PROJECT # PR-1467 CONTINUED

<u>Labor</u>			<u>Per Night</u>	
July 1, 2016 – Sept 30, 2016	Every night	(92)	\$ _____	@ 92 = \$ _____
May 8, 2017 – May 19, 2017	3 times a week	(6)	\$ _____	@ 6 = \$ _____
May 20, 2017 – May 22, 2017 (Memorial Day Weekend)	Each night	(3)	\$ _____	@ 3 = \$ _____
May 23, 2017 – May 28, 2017	4 times a week	(8)	\$ _____	@ 8 = \$ _____
May 29, 2017 – June 30, 2017	Every night	(33)	\$ _____	@ 33 = \$ _____
			FY 2017 SUBTOTAL _____	
			(B)	

**Fiscal Year 2018:** (July 1, 2017-June 30, 2018)

<u>Equipment</u>				
July 1 – Sept 29, 2017	Every night	(91)	\$ _____	@ 91 = \$ _____
<u>Labor</u>				
July 1 – Sept 29, 2017	Every night	(91)	\$ _____	@ 91 = \$ _____
			FY 2018 SUBTOTAL _____	
			(C)	

## ALLOWANCES

### **ALLOWANCE #1: Unanticipated Modification and/or Additions to Contract Items:**

Include in the Contract, a stipulated sum/price of **\$10,000** for use upon the Project Managers instruction. This Allowance will make money available for modifications and/or additions to contract items due to owner-initiated changes, or for unknown, latent or differing existing conditions, or for the removal of hazardous materials that are encountered by construction.

- a. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Allowance. The cost of the bond for the amount of Allowance shall be included as part of the lump sum base bid.
- b. Funds will be drawn from an Allowance only by Change Order. Contractor can proceed with Change Order Work against Allowance with direction from the Project Manager. The Contractor shall not proceed with any work that will exceed the amount of Allowance remaining.
- c. Credits can only be added to an Allowance by Alteration Order. The Contractor may not use a credit until an Alteration Order is fully executed.

- d. Notwithstanding the Contractors objection, the Project Manager may at any time reduce the funds remaining in the Allowance by Alteration Order.
- e. At Final Payment of the Contract, funds remaining in the Allowance will be credited to the State.

**Total Lump Sum of Contract (Including Allowances).....**  
**(A)+(B)+(C)+(ALLOWANCE #1 \$10,000)**

**NOTE:** The Schedule of values must be completely filled out in order for bid proposal to be considered responsive.

## SIGNATURE PAGE

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

E-mail Address \_\_\_\_\_

Signature of Authorized Bidder

Print

Title

Address of Bidder \_\_\_\_\_

(if different than company)

Names and Addresses of Members of the Firm/Corporation

Name \_\_\_\_\_ address \_\_\_\_\_

Name \_\_\_\_\_ address \_\_\_\_\_

Name \_\_\_\_\_ address \_\_\_\_\_

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Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____  On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  <div style="text-align: center;">[Seal]</div>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  <div style="text-align: right;">Date: _____</div>		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: _____ On: _____			
1.18 Approval by the Governor and Executive Council <i>(if applicable)</i>  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### **15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

#### **19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



## **GENERAL CONDITIONS**

### **GENERAL**

This contract is to be governed by all the applicable provisions of these specifications.

This project consists of Performing Bi-annual Beach Cleaning Services at Hampton Beach State Park Hampton, NH as indicated on the attached plans and these specifications. The State reserves the right to end this contract at the completion of the 2016 Beach Cleaning Season, October 1, 2016, or thereafter, without any additional cost to the State for terminating the contract earlier than September October 1, 2017. If the State elects to end the contract the State will issue the contractor a "Notice to Terminate Contract" at least 60 calendar days before the start of the 2017 Beach Cleaning Season. The Notice shall be issued no later than no later than March 1, 2017.

### **BIDDING REQUIREMENTS**

Bids shall only be accepted on the official Bid Proposal Forms, attached to these specifications. **Any bids submitted that are not on the official bid proposal forms will not be accepted.**

### **CONDITIONS AT SITE OR BUILDING**

Bidders shall visit the site and be responsible for having ascertained pertinent local conditions such as: location, accessibility, general character of the site or building, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of this bid.

### **PERFORMANCE AND PAYMENT BOND**

In the event the bid is \$35,000 or more, the contractor shall furnish security by bond or otherwise in an amount equal to 100% of the contract guaranteeing performance and payment. The payment security shall meet the requirements of RSA 447:16.

The performance and payment bond must be returned with the signed contract within 15 days after the contract has been mailed or otherwise delivered to the bidder.

### **PROPOSAL GUARANTEE**

The Contractor shall furnish a certified check or bid bond in the amount of 5% of the total amount of the Lump Sum Price made payable to the "Treasurer, State of New Hampshire" as a proposal guarantee, at the time of the bid opening. This proposal guarantee will be forfeited in the event that the contract is not executed.

### **RIGHT TO WORK IN N.H.**

**All bidders must be registered and have a certificate of existence from the Secretary of State, Corporate Division (telephone 603-271-3244) in order to do business with the State of New Hampshire.**

## **PROPOSAL SELECTION**

In most cases the proposal submitted by the qualified bidder with the lowest base bid price shall be selected. However, the Department of Resources and Economic Development reserves the right to reject any or all proposals, or advertise for new proposals as it judges to be in the best interest of the state.

## **EXECUTION OF CONTRACT**

The Contractor's attention is called to the following:

**EXECUTION AND APPROVAL OF CONTRACT.** The contract shall be signed by the successful Bidder and returned, together with the contract bond, if applicable, within 15 days after the contract has been mailed or otherwise delivered to the Bidder. No contract shall be considered as in effect until it has been fully executed by all the parties thereto and, when the contract amount is more than \$5,000, the award has been concurred in by the Governor and Council.

**FAILURE TO EXECUTE CONTRACT.** Failure to execute the contract within 15 days after the contract has been mailed or otherwise delivered to the successful Bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the Department, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest Bidder, or the work may be re-advertised as the Commissioner may decide.

## **STARTING DATE**

The Contractor shall start work after notice to proceed is received. The notice to proceed shall be issued immediately upon contract approval by the Governor and Council, and shall establish the actual construction start date. Failure to start work within 15 calendar days after the start date shall be considered a default of the contract. If the actual start date is later than the advertised start date, the completion date shall be extended by an equivalent number of working days.

### WORKSITE ACCOUNTABILITY

Per RSA 21-I:81-b At the onset of work on any state construction project, the general contractor or designated project construction manager, if any, shall provide to the Department Project Manager a current list of all subcontractors and independent contractors that the general contractor has agreed to use on the job site, with a record of the entity to whom that subcontractor is insured for worker's compensation purposes. This list shall be posted on the jobsite and updated as needed to reflect any new subcontractors or independent contractors.

If it is determined that a subcontractor or independent contractor is present on a state construction site without the contractor's name and direct contracting relationship being posted in a visible location at the worksite, the general contractor or designated project manager shall require the subcontractor or independent contractor to provide the information within 36 hours and to post the information in a visible location at the worksite. If the information is not provided within 36 hours of its request, the general contractor shall suspend the contractor until the information is provided and posted.

### PROTECTION OF EXISTING PROPERTY

It shall be the responsibility of the contractor to protect existing property from damage. Any damage caused by the contractor in the performance of the work shall be repaired or replaced at his expense to the satisfaction of the Department Project Manager.

### WORKMANSHIP

All work shall be performed in a neat workmanlike manner by skilled workmen who have been actively engaged in performing the type of work specified under this contract.

### CLEAN-UP

All debris from the project shall be cleaned up daily and removed from the site on a daily basis.

## DEFAULT AND TERMINATION OF CONTRACT

If the Contractor...

- (a) Fails to begin the work under the contract within the time specified in the contract, or
- (b) Fails to perform the work with sufficient workmen and equipment or with sufficient equipment to assure the prompt completion of said work, or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- (d) Discontinues the prosecution of work, or
- (e) Fails to resume work which has been discontinued, within reasonable time after notice to do so, or
- (f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- (g) Makes an assignment for the benefit of creditors, or
- (h) For any other cause whatsoever, fails to carry on the work in an acceptable manner...

The Commissioner will give notice in writing to the Contractor of such delay, neglect, or default.

If the Contractor or Surety does not proceed in accordance with the Notice, then the Commissioner will, upon written notification from the Project Manager of the fact of such delay, neglect or default, and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Commissioner may enter into an agreement for the completion of said contract according to the terms and conditions thereof, or use such other methods as in his opinion will be required for the completion of said contract in an acceptable manner.

All extra costs and charges incurred by the Department as a result of such delay, neglect or default, together with the cost of completion of the work under the contract will be deducted from any monies due or which may become due to said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor and the Surety shall be liable and shall pay to the Department, the amount of such excess.

## FAILURE TO COMPLETE THE WORK ON TIME

If the Contractor fails to complete all of the work or sections of the Project, within the time specified in the Contract, the sum given in the schedule that follows will be deducted from any money due the Contractor. This deduction will be made, not as a penalty, but as fixed, agreed liquidation damages for inconvenience to the State and for reimbursing the Department the cost of the Administration of the Contract, including engineering and inspection. Should the amount of money otherwise due the Contractor be less than the amount of such liquidated damages, the Contractor and his Surety shall be liable to the State for such deficiency.

Permitting the Contractor to continue and finish the work after the time fixed for its completion, shall in no way obligate the State to waive any of its rights under the Contract.

When the final acceptance has been duly made by the Project Manager, any liquidated damage charges shall end.

The fixed, agreed, liquidated damages shall be assessed in accordance with the following schedule.

<u>ORIGINAL CONTRACT AMOUNT</u>		<u>AMOUNT OF LIQUIDATED DAMAGES</u> <u>PER WORKING DAY</u>
From more than:	to and including:	
0.	25,000.	\$ 200.00
25,000.	50,000.	\$ 300.00
50,000.	100,000.	\$ 400.00
100,000.	500,000.	\$ 500.00

## **REQUESTS FOR PAYMENT**

The contractor may submit a bi-weekly, monthly, yearly or completed request for payment(s) to the Project Manager based on the work schedule as outlined within the Beach Cleaning Schedule and the Schedule of Values.

## **PROSECUTION OF WORK**

Upon starting the work within the 15 days set forth by this contract, the Contractor shall prosecute the work a minimum of 8 hours daily per working day until completion, excluding breakdowns or inclement weather. If the Contractor finds it impossible to start the work as stated above, he may make a written request to the Project Manager for an extension of time. Any such request shall be made prior to expiration of the allowable 15 days, and shall contain reasons which the Contractor believes will justify the granting of his request. In his request, the Contractor shall submit his proposed starting date.

## **CHANGES IN THE WORK**

The Project Manager may at any time, by a written order, and without notice to the Sureties, make changes in the Drawings and Specifications and completion date of this contract and within the general scope thereof.

In making any change, the additional cost or credit for the change shall be determined as follows:

- The order shall stipulate the mutually agreed upon lump sum price which shall be added to or deducted from the contract price. The contractor shall furnish an itemized breakdown of the prices used in computing the value of any change that might be ordered.
- If the price change is an addition to the contract price and the work is performed by the general contractor and not a subcontractor, it shall include the contractor's indirect costs as follows: Workmen's Compensation and Employee Liability, Unemployment and Social Security Taxes.
- In addition to the above indirect costs, the general contractor shall be allowed a markup not to exceed ten percent (10%). Said ten percent (10%) shall be all inclusive for overhead, supervision, and profit. In addition to this, an allowance shall be made for performance and payment bond additional premium.
- If the price change is an addition to the contract price and involves the work of the general contractor and subcontractor, the general contractor would be allowed ten percent (10%) on that part of the work performed by him and five percent (5%) on that part of the work performed by the subcontractor. The same percentages shall apply to subcontractors.
- On any change which involves a net credit to the Owner, no allowance for overhead and profit shall be figured.

## INSURANCE REQUIREMENTS

No operations under this contract shall commence unless and until certification of insurance attesting to the below listed requirements have been filed with the Commissioner, approved by the Attorney General, and the Contract approved by the Governor and Council and a Notice to Proceed is issued.

Insurance requirements by paragraphs 1-4 below shall be the responsibility of the Prime Contractor. The Prime Contractor, at his discretion, may make similar requests of any subcontractor.

Following is the summary of minimum insurance requirements:

1. Workmen's Compensation Insurance (In accordance with RSA 281-A.)
  - a. Employers' Liability
    - 1.) \$100,000 each accident
    - 2.) \$500,000 Disease-policy limit
    - 3.) \$100,000 Disease-each employee
2. Commercial General Liability Insurance: Occurrence Form Policy: Include full Contractual Liability (see Indemnification Clause 9)., Explosion, Collapse, and Underground coverage's:
  - a. Limits of Liability:
    - 1.) \$1,000,000 Each Occurrence Bodily injury & Property Damage.
    - 2.) \$2,000,000 General Aggregate-Include per Project Aggregate Endorsement.
    - 3.) \$2,000,000 Products/Completed Operations Aggregate.
    - 4.) State shall be named as an additional named insured.
3. Owner's Protective Liability coverage for the benefit of the State of New Hampshire Department of Resources and Economic Development.
  - a. Limits of Liability:
    - 1.) \$2,000,000 Each Occurrence
    - 2.) \$3,000,000 Aggregate
4. Commercial Automobile Liability covering all motor vehicles including owned, hired, borrowed, and non-owned vehicles.
  - a. Limits of Liability:
    - 1.) \$1,000,000 Combined Single Limit for Bodily injury & Property Damage
5. Commercial Umbrella Liability
  - a. Limits of Liability:
    - 1.) \$1,000,000 Each Occurrence
    - 2.) 1,000,000 Aggregate

6. General Insurance Conditions

- a. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than thirty (30) days or ten (10) in cases of non-payment of premium after written notice thereof has been received by the State.

7. Indemnification:

- a. The Contractor shall indemnify, defend, and hold harmless the State of New Hampshire, its Agencies, and its agents and employees from and against any and all claims, liabilities, suits or penalties arising out of (or which may be claimed to arise out of) acts of omissions of the Contractor or subcontractors in the performance of work covered by the Contract. This covenant shall survive the termination of the Contract. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved by the State.

**NOTE:**

In articles 1 - 14 of the General Conditions references to "the Project Manager" shall be understood to mean the Department Project Manager designated by the Planning and Development office of the New Hampshire Department of Resources and Economic Development.



**CERTIFICATE OF AUTHORITY**  
**(Sole Proprietor)**

I, \_\_\_\_\_, as a Sole Owner of my Business, \_\_\_\_\_,

certify that I am authorized to enter into a contract with the State of New Hampshire,  
Department of Resources and Economic Development, on behalf of myself.

**IN WITNESS WHEREOF**, I have set my hand as the Sole Owner of the Business this  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Sole Owner Signature)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me, \_\_\_\_\_,

the undersigned Officer, personally appeared \_\_\_\_\_, who  
acknowledge her/himself to be the Sole Owner, of \_\_\_\_\_, a  
Business, and that she/he, as such Sole Owner being authorized to do so, executed the  
foregoing instrument for the purposes therein contained, by signing the name of the  
Business by her/himself as  
\_\_\_\_\_.

**IN WITNESS WHEREOF** I hereunto set my hand and official seal.

\_\_\_\_\_  
(Notary Public/Justice of the Peace)

My Commission expires: \_\_\_\_\_



## **CERTIFICATE OF VOTE**

(Corporation with Seal)

I, \_\_\_\_\_ of the  
(Corporation Representative Name) (Corporation Representative Title)  
\_\_\_\_\_, do hereby certify that:  
(Corporation Name)

(1) I am the duly elected and acting \_\_\_\_\_ of the  
(Corporation Representative Title)  
\_\_\_\_\_, a \_\_\_\_\_ corporation (the "Corporation");  
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

\_\_\_ day of \_\_\_\_\_, 20\_\_\_, which meeting was duly held in accordance with

\_\_\_\_\_ law and the by-laws of the Corporation:  
(State of Incorporation)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Resources and Economic Development, providing for the performance by the Corporation of certain \_\_\_\_\_ services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

**RESOLVED:** That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;  
The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

\_\_\_\_\_ President Name

\_\_\_\_\_ Vice President Name

\_\_\_\_\_ Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the

\_\_\_\_\_  
(Title)  
of the Corporation and have affixed its corporate seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Title)

(Seal)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledge her/himself to be the

\_\_\_\_\_, of \_\_\_\_\_, a corporation, and that she/he, as

(Title) (Name of Corporation)

such \_\_\_\_\_ being authorized to do so, executed the foregoing instrument for the

(Title)

purposes therein contained, by signing the name of the corporation by her/himself as

\_\_\_\_\_.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission expires: \_\_\_\_\_

**CERTIFICATE OF AUTHORITY/VOTE**

(Limited Liability Company)

I, \_\_\_\_\_, hereby certify that:  
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory – Print Name)

1. I am the Sole Member/Manager of the Company of \_\_\_\_\_  
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind \_\_\_\_\_  
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

\_\_\_\_\_  
(Contract Signatory - Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_,  
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared \_\_\_\_\_, known to me (or  
(Contract Signatory – Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)

\_\_\_\_\_  
(Notary Public / Justice of the Peace -Signature)

Commission Expires: \_\_\_\_\_





State of New Hampshire  
VENDOR APPLICATION

VENDOR # \_\_\_\_\_  
(Assigned by Purchase & Property)

**NAME/LOCATION**

Vendor Name: \_\_\_\_\_  
DBA Name: \_\_\_\_\_  
LEGAL Name: \_\_\_\_\_  
Remit Address: \_\_\_\_\_  
City/Town: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
City/Town: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Toll Free #: \_\_\_\_\_ FAX #: \_\_\_\_\_  
Website: \_\_\_\_\_ E-Mail (Main Office): \_\_\_\_\_

Electronic Payment Option: Please contact Treasury at [treasury@treasury.state.nh.us](mailto:treasury@treasury.state.nh.us) or visit their website at [www.nh.gov/treasury](http://www.nh.gov/treasury) for further information on this option. See attached ACH Form also.

**TYPE OF BUSINESS**

(Note: Registration with the NH Secretary of State **MUST** be done **prior** to the awarding of any contracts) <http://www.nh.gov/sos/corporate>

INDIVIDUAL/SOLE-PROPRIETOR	<input type="checkbox"/>	PARTNERSHIP/LLP	<input type="checkbox"/>	CORP	<input type="checkbox"/>	LLC	<input type="checkbox"/>
ESTATE OR TRUST	<input type="checkbox"/>	HEALTHCARE/LEGAL SVS	<input type="checkbox"/>	GOV	<input type="checkbox"/>	NONPROFIT	<input type="checkbox"/>
Registered with NH Secretary of State? _____		State Incorporated In: _____					
Minority Institutions	<input type="checkbox"/>	Minority Owned Large Business	<input type="checkbox"/>	Minority Owned Small Business	<input type="checkbox"/>		
Disabled Veteran Business	<input type="checkbox"/>	Svs Disabled Veteran Owned	<input type="checkbox"/>	Veteran Owned Small Business	<input type="checkbox"/>		
Physically Challenged Bus	<input type="checkbox"/>	SBA Cert Fin Disadvantaged Bus	<input type="checkbox"/>	SBA Cert Hist Underutilized Bus	<input type="checkbox"/>		
SBA Cert Sm Disadvantaged Bus	<input type="checkbox"/>	Women Owned Sm Bus	<input type="checkbox"/>	Women Owned Large Businesses	<input type="checkbox"/>		
Fed ID # (EIN/FIN): _____	Historically Black Colleges		<input type="checkbox"/>	Small Business	<input type="checkbox"/>		
Social Security # (SSN): _____							

**SIGNATURE BLOCK**

I certify the above information to be correct and grant authorization to the State of New Hampshire to investigate any and all facts contained therein, including facility visitation.

Name and Title (print or type): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ADDRESS BLOCK**

(Phone) 603-271-2706  
(FAX) 603-271-2627

DRED BUSINESS OFFICE  
172 PEMBROKE ROAD  
PO BOX 1856  
CONCORD NH 03302-18656



# STATE OF NEW HAMPSHIRE

## ALTERNATE W-9 FORM

PLEASE USE THIS FORM TO PROVIDE THE REQUESTED INFORMATION

**VENDOR #** \_\_\_\_\_

(Assigned by Purchase & Property)

Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the State whether or not you are required to file tax returns. If this number is not provided, you may be subject to a 28% withholding on each payment made to you. To avoid this 28% withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

If a service provider is a part of a **GROUP PRACTICE**, it is the group name & TIN which is required on this Alternate W-9.  
If the service provider is a **SOLE PROPRIETOR**, it is the individual name & TIN which is required on this Alternate W-9.

**BUSINESS NAME:** \_\_\_\_\_

**ADDITIONAL or DBA NAME:** \_\_\_\_\_

**LEGAL NAME:** \_\_\_\_\_

**REMIT ADDRESS:** \_\_\_\_\_

**CITY/TOWN:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BUSINESS ADDRESS:** \_\_\_\_\_

**CITY/TOWN:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER (TIN)** as used on IRS tax return

**Social Security # (SSN):** \_\_\_\_\_ **Fed ID # (EIN/FIN):** \_\_\_\_\_

### PRINCIPAL ACTIVITY

☐ Service Provider ☐ Product/Merchandise Provider ☐ Other Provider

List the principal type of service, product or other that is provided: \_\_\_\_\_

### DESIGNATION (select ONLY THOSE which apply to you/your organization as provided to the IRS)

<input type="checkbox"/> Individual/Sole-Proprietor	<input type="checkbox"/> Partnership/LLP	<input type="checkbox"/> Government
<input type="checkbox"/> Corporation	<input type="checkbox"/> Estate or Trust	<input type="checkbox"/> Health Care Provider
<input type="checkbox"/> LLC	<input type="checkbox"/> Non-Profit (attach exemption)	<input type="checkbox"/> Legal Services

*Under penalty of perjury, I declare that the information provided is true, correct & complete, to the best of my knowledge & belief.*

**NAME & TITLE** (print or type): \_\_\_\_\_

**TELEPHONE #:** \_\_\_\_\_ **TOLL FREE #:** \_\_\_\_\_ **FAX #:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PLEASE RETURN WHEN COMPLETED TO:**

(Phone) 603-271-2706  
(FAX) 603-271-2629

**DRED BUSINESS OFFICE**  
**172 PEMBROKE ROAD**  
**PO BOX 1856**  
**CONCORD NH 03302-1856**



Catherine A. Provencher  
STATE TREASURER



**THE STATE OF NEW HAMPSHIRE  
STATE TREASURY**

25 CAPITOL STREET, ROOM 121  
CONCORD, NH 03301  
(603) 271-2621  
FAX (603) 271-3922

EMAIL: [businessoffice@treasury.state.nh.us](mailto:businessoffice@treasury.state.nh.us)  
TDD Access: Relay NH 1-800-735-2964

**STATE TREASURY ACH ENROLLMENT FORM  
FOR DIRECT DEPOSITS (ACH CREDITS)**

☐ NEW

☐ CHANGE

☐ DELETE

Company/Vendor  
Name \_\_\_\_\_

Taxpayer Identification Number (TIN)  
EIN/FIN \_\_\_\_\_

(Hereinafter called "The Company")

I (we) hereby authorize **The State of New Hampshire**, hereinafter called "The State", to

initiate credit entries to my (our) ☐ Checking Account, ☐ Savings Account (**select one**) at the depository financial institution named below, hereinafter called "Depository", and to credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository  
Name \_\_\_\_\_

Branch \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Routing  
Number \_\_\_\_\_

Account  
Number \_\_\_\_\_

This authorization is to remain in full force and effect until The State has received written notification from The Company of its termination in such time and in such manner as to afford The State a reasonable opportunity to act on it.

Name(s) \_\_\_\_\_

Telephone # \_\_\_\_\_

(Please Print)

Date \_\_\_\_\_

Authorized  
Signature \_\_\_\_\_

(Handwritten Signature Required)

Fax # \_\_\_\_\_

E-Mail \_\_\_\_\_

**NOTE: WRITTEN CREDIT AUTHORIZATION MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.**

PAGE 2

**PLEASE SELECT ONLY ONE OPTION BELOW FOR HOW YOU WOULD LIKE TO RECEIVE YOUR REMITTANCE INFORMATION REGARDING YOUR PAYMENT FROM THE STATE OF NEW HAMPSHIRE:**

☐

**VIA EMAIL ADDRESS:** \_\_\_\_\_

PLEASE PROVIDE AN EMAIL ADDRESS THAT IS ACCESSED BY TWO OR MORE STAFF MEMBERS (60 CHARACTER LIMIT –YOU MAY PROVIDE MORE THAN ONE ADDRESS). FOR LARGER ORGANIZATIONS, AN EMAIL DISTRIBUTION ADDRESS IS RECOMMENDED.

☐

**VIA FAX NUMBER:** \_\_\_\_\_

PLEASE PROVIDE A CENTRAL FAX NUMBER FOR YOUR ORGANIZATION THAT IS ACCESSED BY TWO OR MORE STAFF MEMBERS.

**PLEASE ATTACH A COPY OF A VOIDED CHECK OR SAVINGS DEPOSIT SLIP TO THIS FORM AS PART OF THE AUTHORIZATION**

PLEASE RETURN THIS FORM WITH ATTACHMENTS TO THE STATE TREASURY, ATTENTION: TREASURY BUSINESS OFFICE. FORMS MAY ALSO BE SENT VIA FAX OR EMAIL. THANK YOU.

FOR CHANGES TO BANK ACCOUNT OR REMITTANCE INFORMATION: SUBMIT THIS FORM AS A "CHANGE" AND INCLUDE COMPANY NAME AND ALL INFORMATION THAT IS CHANGING. PRINT, SIGN AND SUBMIT FORM TO THE STATE TREASURY.

**INTERNAL USE ONLY**

---

**VENDOR NUMBER**

---

**VENDOR NAME**

---

## **PURPOSE**

The purpose of this request for proposals (RFP) is to establish a bi-annual contract for raking services at Hampton Beach State Park which covers approximately 2 ½ miles, in accordance with the requirements of this RFP and the resulting contract. The State reserves the right to end this contract at the completion of the 2016 Beach Cleaning Season, October 1, 2016, or thereafter, without any additional cost to the State for terminating the contract earlier than September 29, 2017. If the State elects to end the contract the State will give the contractor a notice to terminate contract at least 60 calendar days before the start of the 2017 Beach Cleaning Season, no later than March 1, 2017.

## **CLEANING AREA**

The area of coverage is from the southern most jetty at Hampton Beach State Park, north to Boars Head. Please note: The beach cleaning area each night varies depending on the tide level.

## **SCOPE OF SERVICES**

1. The Primary Contractor shall supply one tractor, (at a minimum of 75 PTO HP 4X4) and operator(s) to pull the surf rake to clean the beach.
  - A. Tractor shall be a minimum of 75 PTO horsepower 4-wheel drive agricultural type tractor with 30" rear wheels. Tractor shall be equipped with a 540 RPM rear PTO, 3-point hitch and up to 3 remote hydraulic valves with raise, hold, and float positions.
  - B. In the event that the tractor brakes down the primary contractor shall repair the tractor within eight (8) hours or otherwise provide a replacement tractor at his expense so as not to delay the beach cleaning operation.
  - C. If the Primary Contractor fails to make the scheduled beach cleanings he shall be subjected to liquidated damages as per the "Failure to complete the work on time" clause unless otherwise agreed upon mutually by the Seacoast Regional Supervisor and the Project Manager.
2. The State will supply 1 Barber Surf rakes:
  - A. 2012 600HD, weight 4300 Lbs. Primary
  - B. 2002 600HD, weight 4300 Lbs. (Backup use only)
  - C. Dumpsters (2) 30 yard open top.
3. The Contractor will be responsible for daily upkeep of each surf rake such as cleaning, greasing, checking fluids, etc. The State will provide oil/grease and retain a supply inventory for minor repairs. All major repairs will be performed by the State, or at the discretion of the Project Manager by the contractor.
4. The State will provide Diesel fuel for the tractor.
5. The Contractor must report all fuel consumption. The State will provide a log sheet.

6. Communication must be made through the Seacoast Regional Manager Mr. Brian Wilson Tel No. (603) 227-8715 cell (603) 856-1821 for all maintenance issues.
7. The State will give Contractor notice within 8-12 hours if unhooking surf rake(s) from Contractor's vehicle(s) is necessary. The State will provide reasonable accommodations for the contractors equipment when not in use.
8. The State will provide a communication log to be used by both the Contractor and the State. The log will be located in the maintenance garage.
9. The State will notify the Contractor when to rake during Piper Plover Breeding time. A copy of the Memorandum of Agreement (MOA) regarding the Piper Plovers will be sent to the Contractor once a contract is in place.
10. The Contractor is to dump all debris as collected by the surf rake in to the dumpsters which will be provided by the State and located adjacent to the state Park Entrance. The State will arrange for dumpster pickup by the States disposal services Contractor as required.
11. Tractors cannot be on the beach earlier than 10:00 p.m. unless prior arrangement is made with the Regional Supervisor. The estimated beach raking time is 8-10 hours per night. BEACH MUST BE CHECKED FOR PEOPLE PRIOR TO TRACTOR(S) ENTERING THE BEACH.
12. In order to maximize the amount of beach area cleaned; in the event of an outgoing tide the Contractor shall begin work at the highest beach level possible and work the entire length of the beach and progress towards the water line as close as possible. In cases where the contractor starts the work while an incoming tide, the contractor shall begin work at the lowest beach level possible and work the entire length of the beach progressing up to the highest elevation possible.

#### **BEACH CLEANING SCHEDULE (RAIN OR SHINE)**

Beach cleaning is to performed as indicated below. The regional Manager Mr. Brian Wilson may change the schedule, if needed:

##### **FY2016 = Total Cleaning Nights 45**

May 9, 2016 – May 20, 2016	3 times a week	(6)
May 21, 2016 – May 23, 2016	Each night	(3) (Memorial Day Weekend)
May 24, 2016 – May 29, 2016	4 times a week	(4)
May 30, 2016 – June 30, 2016	Every night	(32)

##### **FY2017 = Total Cleaning Nights 142**

July 1, 2016 – Sept 30, 2016	Every night	(92)
May 8, 2017 – May 19, 2017	3 times a week	(6)
May 20, 2017 – May 22, 2017	Each night	(3) (Memorial Day Weekend)
May 23, 2017—May28, 2017	4 times a week	(8)
May 29, 2017 – June 30, 2017	Every night	(33)

##### **FY2018 = Total Cleaning Nights 92**

July 1, 2017 – Sept 29, 2017	Every night	(92)
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## WASTE MANAGEMENT INFORMATION FOR BIDDERS

The Table below summarizes the waste generated for 2013 from the previous Beach Cleaning contract. This information is provided for reference only.

<b>Date</b>	<b>Waste in Lbs.</b>	
	<b>2013</b>	<b>2015</b>
May	16,240	43 , 460
June	44,760	53 , 320
July	70,440	98 , 900
August	51,850	73 , 920
September	30,520	44 , 660
Total	213,810	314,260

